

A. G. Contract No. KR941241TRN
ECS File No. JPA 94-97
Project: STP 347(20)/H3883 01C
Section: Maricopa Road,
Section 2 Phase II
Program Item No. 661

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 28 September, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
PINAL COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County have participated in an
ongoing reconstruction improvement project to Maricopa Road
(future SR-347) as funding has been available. The County has
tentatively arranged additional financing in the amount of
approximately \$4.5 million for completion of the final segment
(section 2 phase II) of the overall project, contingent upon
the State Five Year Program providing \$3.5 million in FY94-95.
The State desires to provide the funding and accelerate the
completion of the Project.

NO. <u>18978</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/28/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwood</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The County will:

a. Provide approximately \$4.5 million of funds from non-ADOT sources to accelerate completion of the Project. Be responsible for all costs associated with obtaining and amortizing these funds.

b. Provide to State standards design plans, specifications and such other documents and services necessary for construction bidding and construction. Incorporate State review comments as appropriate.

c. No more often than monthly, promptly reimburse the State the County's pro-rata share of the Project costs to amortize contractor payments.

2. The State will:

a. Upon approval of the State Transportation Board, budget \$3.5 million in FY 94-95.

b. Review the design documents and provide comments. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Provide Project construction engineering and inspection services at no cost to the County. Be responsible for any contractor claims for extra compensation attributable to the State.

c. No more often than monthly, invoice the County for the County's share of the Project, in an amount estimated at \$4.5 million. No later than October 1997 recommend to the State Transportation Board that the State repay the County for the actual construction cost (not to exceed their contributed share estimated at \$4.5 million), and focus its best efforts on repaying the County as early as possible to minimize costs the County may incur in obtaining funds from non-ADOT sources. Be responsible for all Project costs in excess of the County's estimated \$4.5 million contribution.

d. Upon completion, approve and accept the Project as complete and provide maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

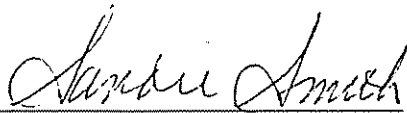
Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

Pinal County
County Manager
PO Box 827
Florence, AZ 85232

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

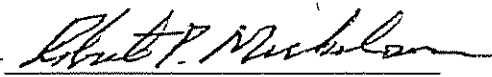
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

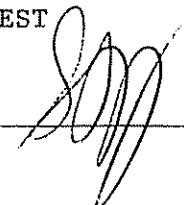
By 

STATE OF ARIZONA

Department of Transportation

By 
ROBERT P. MICKELSON
Chief Deputy State Engineer

ATTEST

By 

RESOLUTION

BE IT RESOLVED on this 2nd day of June 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for the design and construction of improvements to Maricopa Road, Section 2 Phase II.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for: 
LARRY S. BONINE
Director

RESOLUTION NO. 82596.5 PM

A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO A REVISED INTERGOVERNMENTAL AGREEMENT IDENTIFIED AS JPA 94-97 WITH THE STATE OF ARIZONA BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION

WHEREAS, Pinal County ("County") and the State of Arizona ("State"), acting through the Arizona Department of Transportation ("ADOT"), have participated in an ongoing reconstruction improvement project to Maricopa Road as funding has been available; and

WHEREAS, the County is attempting to obtain funding from non-ADOT sources to accelerate completion of Segment 2, Phase II of Maricopa Road, hereinafter called the "Project"; and

WHEREAS, upon the County obtaining approximately 4.5 million dollars from non-ADOT sources, the State is willing to advance 3.5 million dollars of state funds for the Project; and

WHEREAS, the State is willing to provide funds to repay the County for all actual construction costs in excess of the 3.5 million dollars which is to be advanced by the State as funds are available, but no later than January, 1998; and

WHEREAS, it is in the best interest of the public to accelerate the completion of the Project and to accelerate advancement of state funds for the Project; and

WHEREAS, it is in the best interest of the public for the county to continue to provide design plans, specifications and other documents and services necessary for construction bidding and construction as it has provided in the other phases of the road improvements to Maricopa Road; and

WHEREAS, the Pinal County Board of Supervisors approved Resolution No. 61694 to enter into intergovernmental agreement No. 94-97 with the State of Arizona, through its Department of Transportation; and since said Board approval, substantive revisions have been requested by the State upon recommendation of its attorney; and

WHEREAS, the County is in agreement with the substantive revisions.

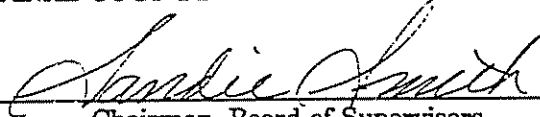
THEREFORE, BE IT RESOLVED: It is in the best interest of the public to enter into revised Intergovernmental Agreement JPA 94-97 with the State, by and through ADOT, for the purpose of accelerating completion of Segment 2, Phase II of the road improvements to Maricopa Road and to accelerate the advancement of state funds for the project.

BE IT FURTHER RESOLVED it is in the best interest of the public to have the County provide design plans, specifications and other documents and services necessary for construction bidding and construction for Segment 2, Phase II of the road improvements to Maricopa Road.

BE IT FURTHER RESOLVED: The Chairman or Acting Chairman of the Pinal County Board of Supervisors is authorized to execute said revised intergovernmental agreement on behalf of the County.


PASSED AND ADOPTED this 25 day of August, 1994.

PINAL COUNTY



Chairman, Board of Supervisors

ATTEST:



Clerk of the Board

JPA 94-97

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above-referenced proposed intergovernmental agreement, between the State of Arizona, acting through the Department of Transportation and Pinal County, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 25th day of August, 1994.

GILBERTO V. FIGUEROA
PINAL COUNTY ATTORNEY

Patricia C. Grieb
Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-1241-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of September, 1994.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8577G